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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE AND AGREEMENT dated as of December 1, 1974 (hereinafter called this Assignment); by and between United States Trust Company of New York, a New York corporation, as Trustee under a Trust Agreement dated as of December 1, 1974, with General Electric Credit Corporation (such Trustee, together with its successors and assigns, being hereinafter called the Owner-Trustee) and Mercantile-Safe Deposit and Trust Company (hereinafter called the Vendor) acting as Agent under a Finance Agreement dated the date hereof (hereinafter called the Finance Agreement).

WHEREAS the Owner-Trustee and Southern Railway Company (hereinafter called the Guarantor) have entered into a Conditional Sale Agreement dated as of December 1, 1974 (hereinafter, together with amendments and supplements thereto, being called the Security Document), with Pullman Incorporated (Pullman-Standard division) (hereinafter called the Builder) providing for the sale to the Owner-Trustee of such units of railroad equipment (hereinafter called the Units) described in the Annexes thereto as are delivered to and accepted and settled for by the Owner-Trustee thereunder; and

WHEREAS the Owner-Trustee and American Rail Box Car Company (hereinafter called the Lessee) have entered into a Lease of Railroad Equipment dated as of December 1, 1974 (hereinafter, together with amendments and supplements thereto, being called the Lease), providing for the leasing by the Owner-Trustee to the Lessee of the Units; and

WHEREAS, in order to provide security for the obligations of the Owner-Trustee under the Security Document and as an inducement to the Vendor and the investors for which the Vendor is acting as agent (hereinafter called the Investors) to invest in the Conditional Sale Indebtedness (as that term is defined in the Security Document), the Owner-Trustee agrees to assign for security purposes its rights in, to and under the Lease to the Vendor;

NOW, THEREFORE, in consideration of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. Subject to the provisions of Paragraph 10 hereof, the Owner-Trustee hereby assigns, transfers and sets over unto the Vendor, as

collateral security for the payment and performance of the Owner-Trustee's obligations under the Security Document and the Finance Agreement, all the Owner-Trustee's right, title and interest, powers, privileges, and other benefits under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Owner-Trustee from the Lessee under or pursuant to the provisions of the Lease whether as rent, casualty payment, indemnity, liquidated damages, or otherwise (such moneys being hereinafter called the Payments), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, and to do any and all other things whatsoever which the Owner-Trustee is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Owner-Trustee hereby irrevocably authorizes and empowers the Vendor in its own name, or in the name of its nominee, or in the name of the Owner-Trustee or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Owner-Trustee is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Vendor agrees to accept any Payments made by the Lessee for the account of the Owner-Trustee pursuant to the Lease. To the extent received, the Vendor will apply such Payments to satisfy the obligations of the Owner-Trustee under the Security Document then due and payable, subject to the limitations contained in the last paragraph of Article 4 of the Security Document, and to provide for the payments required to be made by the Vendor pursuant to the last paragraph of Paragraph 4 of the Finance Agreement and any balance shall be paid immediately to and retained by the Owner-Trustee. If the Vendor shall not receive any rental payment under the first paragraph of § 3 of the Lease when due, the Vendor shall immediately notify the Owner-Trustee and the Guarantor by telegraphic communication at the address set forth in the Lease.

2. This Assignment is executed only as security for the obligations of the Owner-Trustee under the Security Document and, therefore, the execution and delivery of this Assignment shall not subject the Vendor to, or transfer, or pass, or in any way affect or modify the liability of the

Owner-Trustee under the Lease, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Owner-Trustee to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Owner-Trustee or persons other than the Vendor.

3. To protect the security afforded by this Assignment, the Owner-Trustee agrees as follows:

(a) The Owner-Trustee will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides are to be performed by the Owner-Trustee; without the written consent of the Vendor, the Owner-Trustee will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee which are intended to satisfy the obligations of the Owner-Trustee under the Security Document, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or enter into any agreement so amending, modifying or terminating the Lease and the Owner-Trustee agrees that any such amendment, modification or termination thereof without such consent shall be void.

(b) At the Owner-Trustee's sole cost and expense, the Owner-Trustee will appear in and defend every action or proceeding arising under, growing out of or in any manner connected with the obligations, duties or liabilities of the Owner-Trustee under the Lease.

(c) Should the Owner-Trustee fail to make any payment or to do any act which this Assignment requires the Owner-Trustee to make or do, then the Vendor, but without obligation so to do, after first making written demand upon the Owner-Trustee and affording the Owner-Trustee a reasonable period of time within which to make such payment or do such act, but without releasing the Owner-Trustee from any obligation hereunder, may make or do the same in such manner and to such extent as the Vendor may deem necessary to protect the security provided hereby, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the

rights or powers of the Vendor, and also the right to perform and discharge each and every obligation, covenant and agreement of the Owner-Trustee contained in the Lease; and in exercising any such powers, the Vendor may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Owner-Trustee will reimburse the Vendor for such costs, expenses and fees.

4. Subject to the provisions of Paragraph 10 hereof, the Owner-Trustee does hereby constitute the Vendor the Owner-Trustee's true and lawful attorney, irrevocably, with full power (in the name of the Owner-Trustee, or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Lease to which the Owner-Trustee is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which to the Vendor may seem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Owner-Trustee's obligations under the Security Document, this Assignment and all rights herein assigned to the Vendor shall terminate, and all estate, right, title and interest of the Vendor in and to the Lease shall revert to the Owner-Trustee.

6. The Owner-Trustee will, from time to time, do and perform any other act and will execute, acknowledge, deliver and file, register, deposit and record (and will refile, re-register, re-record or redeposit whenever required) any and all further instruments required by law or reasonably requested by the Vendor in order to confirm or further assure, the interests of the Vendor hereunder.

7. Pursuant to the provisions of the Finance Agreement relating to assignment to a successor agent thereunder or if a Declaration of Default under the Security Document has been made and is in effect, the Vendor may assign all or any of the rights assigned to it hereby or arising under the Lease, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and

privileges and be subject to all the obligations of the Vendor hereunder. The Vendor will give written notice to the Owner-Trustee and the Lessee of any such assignment.

8. This Assignment shall be governed by the laws of the State of New York, but the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

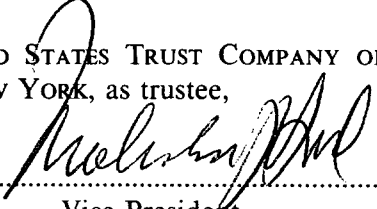
9. The Owner-Trustee shall cause copies of all notices received in connection with the Lease and all payments hereunder to be promptly delivered or made to the Vendor at its address set forth in Article 21 of the Security Document, or at such other address as the Vendor shall designate.

10. The Vendor hereby agrees with the Owner-Trustee that, so long as no Declaration of Default under the Security Document has been made and is then in effect, the Vendor will not exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Owner-Trustee to the Vendor by this Assignment, except the right to receive and apply the Payments as provided in Paragraph 1 hereof, and that, subject to the terms of the Lease and the Security Document, the Owner-Trustee may, so long as no Declaration of Default under the Security Document has been made and is then in effect, exercise or enforce, or seek to exercise or enforce, such rights, powers, privileges, authorizations or benefits.

11. The rights acquired by the Vendor pursuant to this Assignment shall be and are acquired for the benefit of the Investors, *provided, however*, that the rights and remedies provided herein shall be exercised only by the Vendor, as agent for the Investors, and the duties and obligations of the Vendor shall be performed only by the Vendor and not the Investors. Any provision of this Agreement requiring notice to or communication with the Vendor shall be deemed satisfied by notice to or communication with the Vendor without additional notice to or communication with any Investor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

UNITED STATES TRUST COMPANY OF
NEW YORK, as trustee,

by 
Vice President

[CORPORATE SEAL]

Attest:


Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

by 
Vice President

[CORPORATE SEAL]

Attest:


Corporate Trust Officer

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 4th day of MARCH, 1975, before me personally appeared **MALCOLM J. HOOD**, to me personally known, who, being by me duly sworn, says that he is Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of ~~Directors~~ ^{TRUSTEES} and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Thomas B. Zakrzewski
Notary Public

THOMAS B. ZAKRZEWSKI
Notary Public, State of New York
No. 24-9820331
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1976

[NOTARIAL SEAL]

STATE OF MARYLAND }
CITY OF BALTIMORE } ss.:

On this 5th day of MARCH, 1975, before me personally appeared **R. F. Ziernski**, to me personally known, who, being by me duly sworn, says that he is an ~~Assistant~~ Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said trust company and that said instrument was signed and sealed on behalf of said trust company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said trust company.

Dorothy E. Scharr
Notary Public

[NOTARIAL SEAL]

My Commission expires July 1, 1978

DOROTHY E. SCHARF
NOTARY PUBLIC
My Commission Expires July 1, 1978

LESSEE'S CONSENT AND AGREEMENT

The undersigned, a corporation duly incorporated under the laws of the State of Delaware, the Lessee named in the Lease (hereinafter called the Lease) referred to in the foregoing Assignment of Lease and Agreement (hereinafter called the Assignment), hereby (a) acknowledges receipt of a copy of the Assignment and (b) consents to all the terms and conditions of the Assignment.

As an inducement to the investors (hereinafter called the Investors) in the Conditional Sale Indebtedness as that term is defined in the Conditional Sale Agreement (hereinafter called the Security Document) dated as of December 1, 1974, among Pullman Incorporated (Pullman-Standard division), United States Trust Company of New York, as trustee (hereinafter called the Owner-Trustee), and Southern Railway Company (a copy of which Security Document has been delivered to the undersigned) pursuant to which the Owner-Trustee is partially financing the purchase of the units of railroad equipment (hereinafter called the Units) being leased by the Owner-Trustee to the undersigned pursuant to the Lease, and in consideration of other good and valuable consideration, the undersigned:

(1) represents and warrants to Mercantile-Safe Deposit and Trust Company (hereinafter called the Vendor), acting as agent for the Investors pursuant to the Finance Agreement dated as of December 1, 1974 (hereinafter called the Finance Agreement) that the rentals and other obligations under the Lease have been calculated so as to provide for the due and punctual payment of the principal of, and interest on, the Conditional Sale Indebtedness and the due and punctual performance of all other obligations of the Owner-Trustee under the Security Document (except the obligations of the Owner-Trustee under subparagraph (a) of the third paragraph of Article 4 thereof) without reference to any limitation of liability contained in the last paragraph of Article 4 or Article 22 thereof;

(2) agrees, subject to the terms and conditions of the Assignment, to pay all rentals, casualty payments, liquidated damages, indemnities and other moneys (other than the first rental payment under the Lease) provided for in the Lease (which moneys are hereinafter called the Payments) due and to become due under the Lease in respect of the Units leased thereunder, directly to the Vendor to be applied as provided in the Security Document and the Finance Agreement, at P.O. Box 2258, Two Hopkins Plaza, Baltimore, Maryland 21203, attention of

Corporate Trust Department (or at such other address as may be furnished in writing to the undersigned by the Vendor); and, if the undersigned fails for any reason whatsoever to pay to the Vendor any Payments, on the respective dates and times set forth in the Lease on which the Payments are specified to be due thereunder, it will pay to the Vendor or to the Investors, as their interests may appear, sums equivalent to the Payments which the undersigned shall not theretofore have paid to the Vendor; it being hereby agreed that the undersigned's obligation to pay all the aforesaid Payments or sums equivalent to the Payments is absolute and unconditional;

(3) agrees, subject to the terms and conditions of the Assignment, that the Vendor shall be entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by the undersigned under the Lease as though the Vendor were named therein as the Owner-Trustee;

(4) agrees that the Payments or sums equivalent to the Payments shall not be subject to any right of setoff or counterclaim or other defense which the undersigned might have against the Owner-Trustee or otherwise, and the payment thereof to the Vendor shall be final and shall not be subject to, and the undersigned hereby agrees to indemnify the Vendor against, any liens, charges or claims of any nature whatsoever (other than liens, charges or claims created or incurred by the Vendor not arising out of the transactions contemplated by the Security Document, the Lease or the Assignment) resulting from a breach by the undersigned of its obligations under the Lease, prior to or *pari passu* with the right of the Vendor to apply such Payments or sums equivalent thereto, as provided in the Assignment;

(5) agrees that any rights acquired by the undersigned, by subrogation or otherwise, against the Owner-Trustee under the Security Document or with respect to any of the Units by reason of any payments made by the undersigned pursuant hereto may not be exercised until the Vendor has been paid all sums payable to it under the Security Document;

(6) agrees that the Vendor shall not, by virtue of the Assignment or this Consent and Agreement, be or become subject to any liability or obligation under the Lease or otherwise;

(7) agrees that the Lease shall not, without the prior written consent of the Vendor, be amended, terminated or modified, or any action be taken or omitted by the undersigned, the taking or omission of which might result in an alteration or impairment of the obligations of the Lessee under the Lease which are intended to satisfy the obligations of the Owner-Trustee under the Security Document, the obligations of the Owner-Trustee under the Assignment or the obligations of the Lessee under this Consent and Agreement or of any of the rights created by any thereof;

(8) will (i) execute, deliver and/or furnish all notices, certificates, communications, instruments, agreements, legal opinions and other documents and papers required to be executed, delivered and/or furnished by it (or its counsel) pursuant to the provisions of the Security Document and (ii) do all such acts and execute and deliver all such further assurances required to be done and/or executed and delivered by it pursuant to the provisions of any thereof;

(9) agrees that rights acquired by the Vendor hereunder shall be and are acquired for the benefit of the Investors; *provided, however*, that the rights and remedies provided herein shall be exercised only by the Vendor, as agent for the Investors, and the duties and obligations of the Vendor shall be performed only by the Vendor and not the Investors; and *provided, further*, that any provision hereof requiring notice to or communication with the Vendor shall be deemed satisfied by notice to or communication with the Vendor without additional notice to or communication with any Investor; and

(10) agrees, whether or not the transactions herein contemplated shall be consummated, to pay all reasonable expenses in connection with the preparation of the instruments and agreements contemplated herein including, without limiting the generality of the foregoing, all printing costs, the fees and disbursements of the Vendor and of Messrs. Cravath, Swaine & Moore, special counsel for the Investors and the Vendor, each Investor's reasonable out-of-pocket expenses in connection with the transaction contemplated herein including the delivery of the Certificates of Interest issued pursuant to the Finance Agreement (to the home office of the Investors or as the Investors may in writing

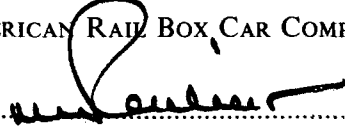
direct) and in connection with any modification of, amendment to, or any waiver or consent in respect of, the Security Document, the assignment thereof to the Vendor, the Lease, the Assignment or this Agreement, to the extent such expenses are not paid by the Owner-Trustee or the owner for which the Owner-Trustee is acting as Trustee.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

This Consent and Agreement, when accepted by the Vendor by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of New York and, for all purposes, shall be construed in accordance with the laws of said State.

Dated as of December 1, 1974

AMERICAN RAIL BOX CAR COMPANY,

by 
Vice President

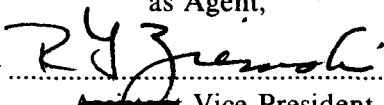
[CORPORATE SEAL]

Attest: 

Accepted:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
as Agent,

[CORPORATE SEAL]

by 
~~_____~~ Vice President

Attest: 

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this 5th day of March, 1975, before me personally appeared N.V. Reichert, to me personally known, who, being by me duly sworn, says that he is Vice President of AMERICAN RAIL BOX CAR COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

David J. Halseh
Notary Public

My Commission expires

Nov. 17, 1976